

Contract ID: 3925

Extend 5 developers and 1 PM to perform development across dept/proj

Infogain Corporation

SOW Developer Extension



**ContractFile**

Circuit City Stores, Inc.  
Andrew Marshman  
Procurement - DR3,2  
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**Vendor**

**Title**

Infogain Corporation

SOW Developer Extension

**Please Copy:**

Andrew Marshman

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**Vendor Contact:**

Ashish Bawa

Director Retail Systems

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ashish.bawa@infogain.com

**Contract Information:**

Contract Type: SOW - Time & Materials

Contract Start Date:

Contract End Date: None

Contract Value: \$312,000.00

Description: Extend 5 developers and 1 PM to perform development across dept/proj

**EXHIBIT**

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**Statement of Work #3**



This Statement of Work #3 ("SOW") is made effective as of August 1, 2008 (the "**SOW Effective Date**") by and between **Circuit City Stores, Inc.**, a Virginia corporation ("**Circuit City**") and **INFOGAIN CORPORATION**, a California corporation ("**Supplier**"), recites and provides as follows:

**WITNESSETH:**

Under the terms of a Master Services Agreement dated August 27, 2007 between Circuit City and Supplier (the "**MSA**"), which is incorporated herein by reference, Circuit City and Supplier set forth certain terms and conditions for Supplier's performance of Services for and on behalf of Circuit City, such Services to be more particularly described in one or more statement(s) of work (or Addenda) to be executed by the parties; and

Under the terms and conditions of this SOW, Circuit City desires to engage Supplier, and Supplier agrees to such engagement, relating to the Services more particularly described herein. In the event of a conflict between the terms of the MSA and this SOW, the MSA will prevail unless the corresponding section of this SOW expressly states that it will govern such conflict.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

**1. Definitions.**

Unless otherwise provided in this SOW, terms used herein shall be as defined in the MSA.

**2. Project Scope.**

Circuit City wishes to engage the services of Supplier for the purposes described below in Section 3 ("**Services**").

**Statement of Work #3**



**3. Description of Services.**

Circuit City intends to engage Infogain Corporation to assist, on a time and material basis, with various rPOS related tasks and deliverables. As part of the engagement Infogain Corporation shall make available to Circuit City the number and names of the Individual Consultants (as defined below) appearing in Section 4 below. A list of Activities and Deliverables appears below; however, this list shall not be deemed to be exhaustive or fully inclusive as the nature of the work shall be determined of a day to day basis.

**Activities:**

- Creating and maintaining project plans to communicate activities, time lines and resource utilizations; and
- Developing solutions for rPOS change requests, defects, hot fixes, and enhancements and any other work as appropriate and as requested.

**Deliverables:**

- Updated Change Request development process;
- Project plans;
- Design documents;
- Software and unit tests; and
- Status updates;

**Statement of Work #3**



**4. Key Individuals.**

The following individuals (each an "Individual Consultant") shall take part in this engagement. Substitutions shall be dealt with in accordance with Section 6 below. Each of the engagement terms for the Individual Consultant is approximate and may change depending on circumstances or project requirements.

Resource Role	Resource Name	Hourly Billable Rate (USD)	Start Date	End Date	Term of Assignment
Infogain Project Manager	Maneesh Sharma	\$125	08/01/2008	10/31/2008	Approx 13 Weeks
Developer	Anil Thakur	\$95	08/01/2008	10/31/2008	Approx 13 Weeks
Developer	Jogesh Panda	\$95	08/01/2008	10/31/2008	Approx 13 Weeks
Developer	Dinesh Gautam	\$95	08/01/2008	10/31/2008	Approx 13 Weeks
Developer	Kazim Zakee	\$95	08/01/2008	10/31/2008	Approx 13 Weeks
Developer	Asish Pradhan	\$95	08/01/2008	10/31/2008	Approx 13 Weeks

Circuit City Representative:

Pat O' Reilly  
(804)-486-2145

**5. Confidentiality and Work Made for Hire.**

The Supplier and Circuit City agree that confidentiality and Work Made for Hire concepts (as reflected in the MSA) are of the utmost importance and are an integral part of this engagement. As such, Supplier agrees to make each of the Individual Consultants appearing in the Section 4 above aware of these provisions in the MSA and return to Circuit City a copy of the certification appearing as Exhibit A to this SOW (the "**Individual Consultant Certification**") as executed by the Individual Consultant. Supplier acknowledges that a failure to supply the Individual Consultant Certification to Circuit City may result in a delay of engagement through no fault of Circuit City.

**Statement of Work #3**



**6. Fees and Terms of Engagement.**

Payment Terms: Payments shall be invoiced and paid as described in the MSA. All invoices must be sent to Circuit City monthly in arrears.

Estimated Start Date: August 1, 2008  
Estimated End Date: October 31, 2008

Total value may not exceed \$312,000.00 based on the specifications in this SOW. If during the course of executing the Deliverables in this SOW any additional project components are requested by Circuit City, or specifications of materials change, such changes shall be handled as per section 7 of this SOW.

Other Terms: Circuit City for any reason may demand that Supplier replace the Individual Consultant with a new Individual Consultant satisfactory to the Circuit City. In such an event Supplier must provide a replacement resource within a reasonable time frame, defined as not more than 5 business days. Any travel required for the purpose of above services will be invoiced to Circuit City on actual. Travel expenses are subject to Circuit City's Travel and Expense Policy, which will be made available upon request. In no event will travel expenses exceed 10% of actual fees payable under this SOW.

**7. Changes.** Any changes to this SOW will be effective upon the written consent of both parties.

**[SIGNATURE PAGE FOLLOWS]**

Statement of Work #3



IN WITNESS WHEREOF, the parties have caused this SOW to be executed as of the SOW Effective Date above.

CIRCUIT CITY STORES, INC.

BY: [Signature]  
NAME: W. B. Buck  
TITLE: Interim CEO  
DATE: 8/28/08

INFOGAIN CORPORATION

BY: [Signature]  
NAME: Ray Allen  
TITLE: VP & General Mgr  
DATE: 8/26/08